**Area Detection and Identification System (ADIS)**

**VOLUME 2**

**DRAFT ADIS ACQUISITION RESULTING CONTRACT**

**W8476-145109**

**IMPORTANT INFORMATION REGARDING THIS RFP:**

This DRAFT RFP has multiple volumes and to be considered compliant, bidders must bid on volumes 2 and 3 and follow the bidding instruction in Volume 1.

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**THIS CONTRACT CONTAINS A SECURITY REQUIREMENT**

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

1.0 Statement of Requirement

The Contractor must perform the Work in accordance with the Statement of Requirement at Annex “A” and the Contractor's technical bid dated \_\_\_\_\_\_\_.

1.1 Industrial and Technological Benefits (ITB) Commitments and Responsibilities

The Contractor must achieve all the ITB commitments in accordance with the schedule and commitments set out in Annex D, Acquisition ITB Terms and Conditions.

1.2 Optional Goods or Services (ADIS Systems and training)

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex B, Acquisition Contract Deliverables Pricing List of the Contract under the same conditions and at the prices and/or rates stated in the Contract.

The exercise of this option (s) is completely at Canada’s discretion, and without limiting that discretion, Canada, may consider the performance of the Contractor in meeting its ITB & VP Commitments, as determined by the annual reports. Canada may also take into consideration whether or not the Contractor has maintained the level of activities/commitments required to meet the mandatory requirement at **Annex D – Acquisition ITB Terms and Conditions.**

The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

**1.2.1 Optional spare parts**

For Optional Spare parts, as described in Annex B, Acquisition Contract Deliverables Pricing List, the Contracting Authority may exercise the option at any time before thirty (30) days prior to the Contract expiry date by sending a written notice to the Contractor.

**Canada reserve the right to order a portion of the spare parts identified on the contractor’s spare part list.**

* 1. Clauses and Conditions
  2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

2.2 General Conditions

[2030](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2030/18) (2018-06-21), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

2.3 Supplemental General Conditions

The following supplemental general conditions apply to and form part of the Contract, as applicable:

4001 (2015-04-01), Hardware Purchase, Lease and Maintenance

4002 (2010-08-16), Software Development or Modification Services

4003 (2010-08-16), Licensed Software

4004 (2013-04-25) Maintenance and Support Services for Licensed Software

4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information

4010 (2012-07-16), Services - Higher Complexity;

2.4 Non-disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex E and provide it to the Project Authority before they are given access to information by or on behalf of Canada in connection with the Work.

2.5 Deliverables

2.5.1 The deliverables must be in accordance with the SOW in Annex A and all related Appendices and Attachments.

* 1. Security Requirements – Canadian Contractor

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of **SECRET**, issued by the Canadian Industrial Security Directorate (CISD), **Public Works and Government Services Canada (PWGSC)**.

2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid personnel security screening at the level of **SECRET**, granted or approved by CISD/PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by CISD, PWGSC, the Contractor personnel **MAY NOT ENTER** sites without an escort.

3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

4. The Contractor/Offeror must comply with the provisions of the:

a) Security Requirements Check List and security guide (if applicable), attached at Annex C.

b) *Industrial Security Manual* (Latest Edition).

OR

3.1 Security Requirements – Foreign Contractor

1. The Foreign recipient **Contractor / Offeror / Subcontractor s**hall, at all times during the performance of the **Contract / Standing Offer / Subcontract**, hold a valid Facility Security Clearance (FSC), issued by the NSA/DSA of **the supplier’s country**, at the equivalent level of **SECRET** in accordance with the national policies of **the supplier’s country**.
2. All **CANADA CLASSIFIED** information/assets accessed by the Foreign recipient **Contractor / Offeror / Subcontractor** shall NOT be safeguarded at the Foreign recipient's sites.
3. **CANADA CLASSIFIED** information/assets shall be released only to Foreign recipient **Contractor / Offeror / Subcontractor** personnel, who have a need-to-know for the performance of the **Contract / Standing Offer / Subcontract** and who have a Personnel Security Clearance at the level of **SECRET**, granted by their respective National Security Authority (NSA) or Designated Security Authority (DSA) of **the supplier’s country**, in accordance with national policies of **the supplier’s country**.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of their respective National Security Authority (NSA) or Designated Security Authority (DSA), in accordance with the national policies of the **the supplier’s country**.
5. The Foreign recipient **Contractor / Offeror / Subcontractor** visiting Canadian Government or industrial facilities, under this contract, will submit a Request for Visit form to Canada's Designated Security Authority (DSA) through their respective National Security Authority (NSA) or Designated Security Authority (DSA).
6. The Foreign recipient **Contractor / Offeror / Subcontractor** shall immediately report to its respective National Security Authority (NSA) or Designated Security Authority (DSA) all cases in which it is known or there is reason to suspect that **CANADA CLASSIFIED** information/assets accessed by the Foreign recipient **Contractor / Offeror / Subcontractor**, pursuant this **Contract / Standing Offer / Subcontract**, have been lost or disclosed to unauthorized persons.
7. The Foreign recipient **Contractor / Offeror / Subcontractor** shall comply with the provisions of the International bilateral industrial security instrument between **the supplier’s country** and Canada, in relation to equivalencies.
8. The Foreign recipient **Contractor / Offeror / Subcontractor** must comply with the provisions of the Security Requirements Check List attached at Annex C.
9. In the event that a Foreign recipient **Contractor / Offeror / Subcontractor** is chosen as a supplier for this Contract, subsequent Country-Specific Foreign security requirement clauses shall be generated and promulgated by the Canadian DSA, and provided to the Government of Canada Contracting Authority, to ensure compliance with the security provisions, as defined by the Canadian DSA, in relation to equivalencies.

4.0 Term of Contract

4.1 Period of the Contract

The period of the Contract is 3 years from date of award.

5.0 Authorities

**5.1 Contracting Authority**

The Contracting Authority for the Contract is:

**Etienne Sevigny**

Supply Team Leader

Public Works and Government Services Canada

Acquisitions Branch

Innovation Procurement Directorate

Les Terrasses de la Chaudière

10 Wellington, 4th Floor

Gatineau, Quebec

K1A 0S5

Tel: 819-639-3074

E-mail: [Etienne.sevigny@tpsgc-pwgsc.gc.ca](mailto:Etienne.sevigny@tpsgc-pwgsc.gc.ca?subject=ADIS)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

**5.2 Technical Authority**

The Project Authority for the Contract is:

*(To be inserted at contract award)*

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

**5.3 Procurement Authority**

*(To be identified at contract award, if required)*

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Requisition Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

**5.4 Industrial and Technological Benefits Authority**

*(To be identified at contract award, if required)*

The Industrial Technological Benefits Authority means the Minister of Innovation, Science and Economic Development or any other person designated by that Minister to act on the Minister's behalf under the Contract and is responsible for evaluating, accepting, monitoring, verifying and crediting ITB, and for assessing the Contractor's ITB performance under this Contract. Industrial and Technological Benefits matters may be discussed with the Industrial and Technological Benefits Authority; however, the Industrial and Technological Benefits Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

**5.5 Contractor's Representative**

*(To be inserted at contract award)*

Name:

Title:

Address:

Telephone:

Facsimile:

E-mail:

6.0 Payment

**6.1 Basis of Payment**

6.1.1 For the Work described in Annex A and described in annex B with the exception of the travel and living expenses:

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm prices or the firm lot prices for the deliverables indicated in Annex B, for a total amount of $**\_\_\_\_\_\_\_** (**insert the amount at contract award**). Customs duties are included" and Applicable Taxes are extra.

For the firm price portion of the Work only, Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.1.2 For the travel and living expenses - Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed $ **\_\_\_\_\_\_\_ (amount to be inserted at contract award)** . Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

(a) when it is 75 percent committed, or

(b) four (4) months before the Contract expiry date, or

(c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

Whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

**7.0 Method of Payment**

Please find below the method of payments that could be used throughout the contract. Please refer to Annex B

**7.1 Single Payment**

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract, up to ninety (90) percent of the amount claimed and approved by Canada if:

1. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
2. the total amount for all payments paid by Canada does not exceed ninety (90) percent of the total amount to be paid under the Contract; (Holdback amount 7.3)
3. all such documents have been verified by Canada;
4. the Work delivered has been accepted by Canada.

**7.2 Multiple Payments**

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract, up to ninety (90) percent of the amount claimed and approved by Canada if:

* 1. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  2. the total amount for all payments paid by Canada does not exceed ninety (90) percent of the total amount to be paid under the Contract;
  3. all such documents have been verified by Canada;
  4. the Work delivered has been accepted by Canada;

**7.3 Holdback amount**

The holdback amount will be paid in accordance with the payment provisions of the Contract upon completion and delivery of the required Work as required under the Contract if the Work has been accepted by Canada and a holdback claim is submitted.

8.0 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department

C2000C (2007-11-30), Taxes - Foreign-based Contractor

C2610C (2007-11-30), Customs Duties – department of national Defence – Importer

C2800C (2013-01-28), Priority Rating OR

C2801C (2014-11-27), Priority Rating - Canadian-based Contractors

C0705C (2010-01-11), Discretionary Audit

9.0 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled “Invoice Submission” of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Each invoice must be supported by:
   1. a copy of time sheets to support the time claimed;
   2. a copy of the release document and any other documents as specified in the Contract;
   3. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
   4. a copy of the monthly progress report.

3. Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the following address for certification and payment \_\_\_\_\_\_\_. (*to be identified at contract award*)

(b) One (1) copy must be submitted in an electronic format to the Contracting Authority identified under the section entitled “Authorities” of the Contract. Microsoft Word, Adobe Reader (.pdf) formats are acceptable.

Note:  the original invoice (PDF Format) can be mailed to procurement authority (TBD).

Canada will only make payment upon receipt of satisfactory invoice duly supported by release documents and any other documents called for under the contract.

10. 0 Exchange Rate Fluctuation Adjustment

10.1 Application

10.1.1 The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Contractor and which are to be included in the adjustment amount.

10.1.2 For each line item where an FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provisions of this clause.

10.1.3 The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provisions in the Contract. The exchange rate adjustment amount will be calculated in accordance with the following formula:

Adjustment = FCC x Qty x ( i1 - i0 ) / i0

where formula variables correspond to: FCC

Foreign Currency Component (per unit) i0

Initial exchange rate (CAN$ per unit of foreign currency [e.g. US$1]) i1

exchange rate for adjustments (CAN$ per unit of foreign currency [e.g. US$1])

Qty = quantity of units

10.1.4 The initial exchange rate is typically set as the noon rate as published by the Bank of Canada on the bid solicitation closing date.

10.1.5 For goods, the exchange rate for adjustment will be the noon rate as published by the Bank of Canada on the date the goods were delivered. For services, the exchange rate for adjustment will be the noon rate on the last business day of the month for which the services were performed. For advance payments, the exchange rate for adjustment will be the noon rate on the date the payment is due. The most recent noon rate will be used for non-business days.

10.1.6 The Contractor must indicate the total exchange rate adjustment amount (either upward, downward or no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form PWGSC-TPSGC 450, Claim for Exchange Rate Adjustments.

10.1.7 The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form PWGSC-TPSGC 450

**(i.e [ i1 - i0 ) / i0]).**

10.1.8 Canada reserves the right to audit any revision to costs and prices under this clause.

10.1.9 Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

11.0 Industrial and Technological Benefits Commitments

**11.1 Holdback**

11.1.1 If the Contractor fails to meet any of its ITB Obligations under this Contract, the performance guarantees, in the form of holdbacks and/or stop payment detailed in Annex D- Acquisition Industrial and Technological Benefits Terms and Conditions, section 18.3 will apply.

**11.2 Liquidated Damages**

11.2.1 In respect of the failure to achieve any of the Commitments specified in Annex D – Acquisition **Industrial and Technological Benefits** Terms and Conditions Articles 3.1.1 to 3.1.5 and 3.1.6 by the end of the ITB Achievement Period, the Contractor shall pay to Canada as liquidated damages 10% of the Shortfall as detailed in Annex D- Industrial and Technological Benefits Requirements Terms and Conditions – section 18.4.

12.0 Certifications

**12.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

**12.2 Federal Contractors Program for Employment Equity - Default** **by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

**12.3 Proactive Disclosure of Contracts with Former Public Servants (2013-03-21) A3025C**

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/contpolnotices/siglist-eng.asp) of the Treasury Board Secretariat of Canada.

13.0 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_\_\_\_\_\_\_\_.

14.0 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list:

1. The Articles of Agreement;
2. the supplemental general conditions 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance;
3. the supplemental general conditions 4002 (2010-08-16), Software Development or Modifications Services;
4. the supplemental general conditions 4003 (2010-08-16), Licensed Software;
5. the supplemental general conditions 4004 (2010-08-16), Maintenance and Support Services for Licensed Software;
6. the supplemental general conditions 4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information;
7. the supplemental general conditions 4010 (2012-07-16), Services - Higher Complexity;
8. the general conditions [2030](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2030/18) (2018-06-21), General Conditions - Higher Complexity - Goods;
9. Annex A, Statement of Work – Acquisition with Appendixes and attachments;
10. Annex B, Acquisition Contract Deliverables Pricing List;
11. Annex C, Security Requirements Check List;
12. Annex D, Acquisition Industrial and technological Benefits Terms and Conditions;
13. Annex E, Non-disclosure Agreement;
14. the Contractor's bid dated \_\_\_\_\_\_

15.0 Defence Contract

*SACC Manual* clause [A9006C](http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A9006C/active) (*2012-07-16*), Defence Contract

16.0 Foreigns Nationals

16.1 Foreign Nationals (Canadian Contractor)

*SACC Manual* clause [A2000C](http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A2000C/active) *(2006-06-16),* Foreign Nationals (Canadian Contractor)

***OR***

16.1 Foreign Nationals (Foreign Contractor)

*SACC Manual* clause [A2001C](http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A2001C/active) *(2006-06-16),* Foreign Nationals (Foreign Contractor)

17.0 Insurance

*SACC Manual* clause [G1005C](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/G/G1005C/active) (2008-05-12), Insurance

18.0 Controlled Goods Program

*SACC Manual* clause [A9131C](http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A9131C/active) (*2014-11-27*), Controlled Goods Program

*SACC Manual clause* [B4060C](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/B/B4060C/3) (2011-05-16), Controlled Goods

19.0 Quality Plan

No later than **90** days after the effective date of the Contract, the Contractor must submit for acceptance by the Department of National Defence (DND) a Quality Plan prepared according to the latest issue (at contract date) of ISO 10005:2005 "Quality management systems - Guidelines for quality plans". The Quality Plan must describe how the Contractor will conform to the specified quality requirements of the Contract and specify how the required quality activities are to be carried out, including quality assurance of subcontractors. The Contractor must include a traceability matrix from the elements of the specified quality requirements to the corresponding paragraphs in the Quality Plan, IAW CDRL PM-109 and DID PM-109.

The documents referenced in the Quality Plan must be made available when requested by Public Works and Government Services Canada or DND.

If the Quality Plan was submitted as part of the bidding process, the Contractor must review and, where appropriate, revise the submitted plan to reflect any changes in requirements or planning which may have occurred as a result of pre-contract negotiations.

Upon acceptance of the Quality Plan by DND, the Contractor must implement the Quality Plan. The Contractor must make appropriate amendments to the Quality Plan throughout the term of the contract to reflect current and planned quality activities. Amendments to the Quality Plan must be acceptable to DND.

If the Contract includes the option for software design, development or maintenance of software, the Contractor must interpret the requirements of *ISO 9001:2008 "Quality management systems - Requirements"*, according to the guidelines of the latest issue (at contract date) of *ISO/IEC 90003:2004 "Software engineering - Guidelines* for the application of *ISO 9001:2000 to computer software"*.

20.0 Quality Assurance – SACC Manual Clauses

**Notice to the Bidder**: As applicable, clauses below will be deleted from the resulting Contract if not applicable as a result of the location of the selected Bidder. For example, SACC Manual clause D5515C will be deleted in the event the selected Bidder is Canadian-based.

D5540C (2010-08-16), ISO 9001:2008 Quality Management Systems - 2010-08-16

Requirements (Quality Assurance Code Q);

D5510C (2014-06-26), Quality Assurance Authority (DND) - Canadian-based Contractor;

**OR**

D5515C (2010-01-11), Quality Assurance Authority (DND) - Foreign-based and United States Contractor;

D5604C (2008-12-12), Release Documents (Department of National Defence) - Foreign-based

Contractor;

**OR**

D5605C (2010-01-11), Release Documents (Department of National Defence) - United States-based Contractor;

**OR**

D5606C Release Documents (2012-07-16), (Department of National Defence) - Canadian-based

Contractor;

D5545C (2010-08-16), ISO 9001:2008 - Quality Management Systems - Requirements (Quality Assurance Code C);

21. 0 SACC Manual Clauses

B4042C (2008-05-12), Identification Markings

D2025C (2013-11-06), Wood Packaging Materials

D3010C (2016-01-28), [Delivery of Dangerous Goods/Hazardous Products](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/D/D3010C/5)

D3015C (2014-09-25), Dangerous Goods / Hazardous Products – Labelling and Packaging Compliance

D6010C (2007-11-30), Palletization

D5328C (2014-06-26), [Inspection and Acceptance](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/D/D5328C/2)

A9051C (2014-03-01), [Existing Technical Publications - Translation](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A9051C/3)

22.0 Release Documents - Distribution

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

a. One (1) copy mailed to consignee marked: "Attention: Receipts Officer";

b. Two (2) copies with shipment (in a waterproof envelope) to the consignee;

c. One (1) copy to the Contracting Authority;

d. One (1) copy to:

National Defence Headquarters

MGen George R. Pearkes Building

101 Colonel By Drive

Ottawa, ON K1A OK2

Attention: *(Technical Authority name to be provided at Contract award)*

e. One (1) copy to the Quality Assurance Representative;

f. One (1) copy to the Contractor; and

g. For all non-Canadian contractors, one (1) copy to:

DQA/Contract Administration

National Defence Headquarters

MGen George R. Pearkes Building

101 Colonel By Drive

Ottawa, ON K1A OK2

E-mail: ContractAdmin.DQA@forces.gc.ca.

23.0 Shipping

23.1 Shipping Instructions – Delivery at Destination for Annex B, Acquisition Contract Deliverables Pricing ListitemsCLIN-7, CLIN-8, and should the options be exercised, items OLIN-1 and OLIN-2.

23.1.1 Goods must be consigned to the destination specified in the Contract and delivered:

Delivered Duty Paid (DDP) Montreal, QC, Incoterms 2010 for shipments from a commercial contractor.

23.1.2 The Contractor shall deliver the goods to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier shall arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown above. The consignee may refuse shipments when prior arrangements have not been made.

**Notice to the Bidder:** The article “Shipping Instructions – Delivery at Destination” will be finalized at time of award based on the location of the selected Bidder.

**23.2** For Annex B, Acquisition Contract Deliverables Pricing List, for all CLINs and OLINs**:**

For hard copy versions of contract reports and publication deliverables (including manuals), Goods shall be consigned to the destination specified in the Contract (refer to Annex A, Appendix AB Contract Data Requirements List), DDP (Gatineau PQ or Ottawa ON), Incoterms® 2000.

24.0 Canadian Customs Documentation

**24.1 General**

1. The Contractor shall provide two (2) copies of the Canada Customs Invoice (CCI) or two (2) copies of the commercial invoice marked "For Customs Purposes Only".

2. For shipments from the United States and Mexico that are of American, Mexican or Canadian origin, as defined by the North American Free Trade Agreement (NAFTA), and for shipments from Israel that are Israeli in origin, as defined by the Canada-Israel Free Trade Agreement (CIFTA), the Contractor shall provide proof of origin of the goods. This proof shall be in the form of a NAFTA or CIFTA Certificate of Origin for goods valued at C$1,600 or more, or a simple statement on the invoice for goods valued at C$1,600 or less. In either case, the document shall include an original signature and shall reference the contract number. For contracts valued at C$250,000 or more, the proof of origin will not be required.

**24.2** **Completion of Documents**

The CCI or commercial invoice shall include the following information:

(a) complete description of the goods being shipped, including the applicable United States *"Schedule B"* codes or United States Harmonized Tariff Schedule codes;

(b) value and terms of sale for each item (e.g. sale, loan, warranty, Incoterms® 2010), including value of repairs, warranty repairs or replacement costs;

(c) the Contract number and financial codes (use Field 3 on the CCI form);

(d) country of origin of goods;

(e) when a NAFTA/CIFTA Certificate of Origin has been prepared, the "Description" field of the CCI or commercial invoice shall include a statement confirming that it has been completed and is attached to that invoice.

**24.3** **Distribution of Documents**

1. The Contractor shall attach the following to shipping container No. 1 of all shipments using a waterproof envelope marked "Canada Customs Documentation":

(a) one (1) copy of the CCI or one (1) copy of the commercial invoice as applicable, and;

(b) one (1) copy of the NAFTA Certificate of Origin (if applicable).

2. The second copy of each of the above-mentioned forms shall be attached to the shipping documents.

3. A copy of the CIFTA Certificate of Origin shall be faxed to 1-800-306-1811 or emailed to DCBSCustoms@forces.gc.ca.

ANNEX A - Statement of Work (SOW)

**Acquisition of the**

**Area Detection and Identification System (ADIS)**

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Appendix AA - System Requirements Specification (SysRS)



Attachment AA1 of Appendix AA – List of Chemicals



Appendix AB - Contract Data Requirement List (CDRL)



Appendix AC - Data Item Descriptions (DID)



Attachment AC2 – Sample Lesson Plan



Appendix AD - Maintenance and Concept



Appendix AE - References, Acronyms and Glossary (RAG)



ANNEX B - ACQUISITION CONTRACT DELIVERABLES PRICING LIST

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**Travel and Living Expenses - National Joint Council Travel Directive**

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](http://www.njc-cnm.gc.ca/directive/d10/en), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the \_\_\_\_\_\_\_\_ Technical Authority.

All payments are subject to government audit.

Estimated Cost: $ \_\_\_\_\_ .

With the exception of the firm rate(s) and price(s), the amounts shown in the various items specified above are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority and provided that the estimated cost does not exceed the aforementioned Limitation of expenditure.

ANNEX C - SECURITY REQUIREMENTS CHECK LIST

The Security Requirements Check List (SRCL) (Annex C) appended to the bid solicitation package is to

be inserted at this point and forms part of this document.



ANNEX D - INDUSTRIAL AND TECHNOLOGICAL BENEFITS (ITB) TERMS AND CONDITIONS

The Acquisition Industrial and Technological Benefits Terms and Conditions (Annex D) appended to the bid solicitation package is to be inserted at this point and forms part of this document.

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ANNEX E - NON-DISCLOSURE AGREEMENT

I, \_\_\_\_\_\_\_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of

\_\_\_\_\_\_\_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the

Work, pursuant to Contract Serial No \_\_\_\_\_\_\_ between Her Majesty the Queen in right of Canada,

represented by the Minister of Public Works and Government Services and \_\_\_\_\_\_\_\_, including any

information that is confidential or proprietary to third parties, and information conceived, developed or

produced by the Contractor as part of the Work. For the purposes of this agreement, information includes

but not limited to: any documents, instructions, guidelines, data, material, advice or any other information

whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled

as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the

performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever

way or form any information described above to any person other than a person employed by Canada on

a need to know basis. I undertake to safeguard the same and take all necessary and appropriate

measures, including those set out in any written or oral instructions issued by Canada, to prevent the

disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be

used solely for the purpose of the Contract and must remain the property of Canada or a third party, as

the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial

No:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

ANNEX F - PWGSC-TPSGC 1111 FORM CLAIM FOR PROGRESS PAYMENT

